

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND THE  
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS  
LOCAL 17 – INFORMATION TECHNOLOGY**

King County and the Union (the parties) agree to implementation of Professional and Technical Classification/Compensation Project for International Federation of Professional & Technical Engineers, Local 17 (Department of Public Health) Information Technology (employees) in the following manner:

**1. Effective Date of Pay Adjustments**

The parties agree that the pay adjustments associated with implementing the new job classes and pay ranges set forth in attached Appendix A shall be effective as follows:

A. The parties agree to prospective pay range step placement on to the new pay ranges and job classes for all current<sup>1</sup> employees covered by the Collective Bargaining Agreement.

**2. New King County Pay Range**

The parties agree that the newly adopted job classifications shall be compensated at the established pay ranges negotiated by and between the parties as listed in Appendix A to this Memorandum of Agreement. These pay ranges are associated with a squared, 10-step wage pay plan. The ranges provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified in Appendix A and no additional premium or special duty pay will be provided for the performance of such duties. Each classification's FLSA designation is listed in Appendix B.

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<sup>1</sup> The term Current or Current Employee refers to any employee active on the MSA payroll system as of July 30, 2004 through date of enactment of this Memorandum of Agreement.

A. Employees allocated to classifications listed under Appendix A shall be paid rates on the “10 Step Hourly Squared Wage Schedule.”

### **3. Initial Step Placement**

Upon implementation of the Memorandum of Agreement, current employees shall be placed on the new salary ranges as follows:

A. **Current employees moving to hourly job classifications.** Except for those employees Y-rated under Section 4, current employees shall be placed on the first step on the applicable squared wage schedule over their former actual base rate of pay that does not constitute a decrease over their former actual base rate of pay.<sup>2</sup>

### **4. Salary Y-rating**

Current employees whose former actual base rate of pay (see footnotes 2 and 3) exceeds the top step of the new range bargained for their job classification shall be Y-rated at their former actual base rate of pay until such time as the pay rates associated with their job classification exceed their former actual base rate of pay.<sup>3</sup> During this period of Y-rating, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments except as provided in Section 7 below.

### **5. Mitigation for Y-rated Employees**

Eligible current employees that are Y-rated under Section 4 above that will receive in November 2004 a one time only lump-sum payment of five thousand six hundred and twenty five dollars (\$5,625) or eleven thousand two hundred and fifty dollars (\$11,250) depending on the

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<sup>2</sup> It is understood that changes to rates of pay do not constitute job changes. Furthermore, the step placement methodology will be consistent with Section 3 and promotional guidelines do not apply. Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

<sup>3</sup> Note: Examples of Y-rating include, but are not limited to: (1.) Employees whose new classification pay range is less than that of their current pay range; and (2.) An employee who is currently paid at the upper end of their current pay range at a 35 hour hourly rate and will be allocated to a classification with a pay range based on a forty hour hourly rate.

circumstances of their Y-rating.

## **6. Post Implementation Review**

Current regular employees shall be eligible to submit a request for reclassification twelve (12) months from the date of their implementation arising from enactment of the ordinance approving this Memorandum of Agreement.

## **7. Waiver and Complete Agreement**

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the classification and/or compensation Project allocations and pay ranges. The results of the exercise of those rights and opportunity are set forth in this Memorandum of Agreement. Further, both parties agree that this Memorandum of Agreement represents a complete settlement which fully and finally resolves all of their differences related to Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from 1994 forward, including but not limited to the terms of applicable Classification/Compensation Memorandum of Agreement, except as additional Human Resources Division review is provided for in this Memorandum of Agreement or pursuant to any pending classification appeal timely filed. Therefore, the County and the Union, for the duration of this Memorandum of Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Memorandum of Agreement and the Union agrees that this Memorandum of Agreement represents the full and entire agreement between the parties on classification and compensation matters.

## **8. Normal Withholding**

All payments made pursuant to this Memorandum of Agreement shall be subject to regular and legally required withholding.

The lump sum and mitigation payments made pursuant to this Memorandum of Agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from the lump sum and mitigation payments.

#### **9. Implementation Schedule**

The parties agree to devise a realistic timetable for implementing the Classification/Compensation Project allocations, pay ranges, monetary and mitigation payments set forth in this Memorandum of Agreement. It is understood by the Parties that employees filing appeals will not have their pay adjustment and mitigation benefits implemented until after their final allocation determination.

#### **10. Duration of this Agreement**

The parties agree that this Memorandum of Agreement shall become effective with the King County Council's approval by ordinance, and shall remain in effect through December 31, 2006.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

By \_\_\_\_\_  
King County

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date